



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

WM-5

April 25, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713

Dear Supervisors:

**COOPERATIVE AGREEMENT
RIO HONDO COASTAL BASIN SPREADING GROUNDS
PROPOSITION A BIKE PATH PROJECT
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board to sign the enclosed Agreement between the City of Pico Rivera and the County of Los Angeles, on behalf of the Los Angeles County Flood Control District. This Agreement defines the roles of the City and County, including shared maintenance responsibilities, for the Rio Hondo Coastal Basin Spreading Grounds Bike Path Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 10, 2001, the County of Los Angeles Board of Supervisors approved a \$270,000 Proposition A grant to the City of Pico Rivera for the creation of a bike path at the Rio Hondo Coastal Basin Spreading Grounds. The Rio Hondo Spreading Grounds is Public Works' largest groundwater recharge facility, located in the City of Pico Rivera. The proposed project will connect an existing City-maintained bike path through the Rio Hondo Spreading Grounds to the LARIO trail bike path along the Rio Hondo Channel levee. The project also includes the construction of a rest area with landscaping, benches, shade structures, trash receptacles, and appurtenant structures.

The County of Los Angeles Regional Park and Open Space District, the administrator of the Proposition A funds, and the City are entering into a separate project agreement for the City to transfer the grant award to Public Works for administration and construction of the project. The Regional Park and Open Space District will directly reimburse Public Works up to the \$270,000 grant amount for this work.

Once constructed, the City and Public Works will cooperate in the maintenance of the proposed project. The City will provide weekly sweeping, repair of signs and graffiti removal, regular inspections, maintenance of the rest area, and address community concerns. Public Works will design and construct the project, maintain fences and gates, and maintain all landscaping and surface improvements for the bike path.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness by utilizing a collaborative effort to implement the project. The Rio Hondo Spreading Grounds Bike Path Project also satisfies the goal of Service Excellence by increasing the recreational opportunities and improving the quality of life for citizens. This action also meets the goal of Fiscal Responsibility by sharing annual maintenance costs with the City.

FISCAL IMPACT/FINANCING

Project design and construction costs, up to the \$270,000 Proposition A grant amount, will be reimbursed to Public Works from the Regional Park and Open Space District. The City and Public Works will share in the annual maintenance of the project as described in the enclosed Agreement. Financing for Public Works' maintenance costs is available from the Flood Control District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement was executed by the City of Pico Rivera on April 15, 2002, and has been reviewed and approved as to form by County Counsel.

The Honorable Board of Supervisors
April 25, 2002
Page 3

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt pursuant to Section 15304 (a, b, and h) of the California Environmental Quality Act. A Notice of Exemption was filed with the Registrar-Recorder/County Clerk's office on January 3, 2002.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This project will not have a significant impact on current flood control services. This project will provide public access within a portion of the Rio Hondo Spreading Grounds, thus creating a multiuse facility consistent with Public Works' goals of watershed management. The project is in the general interest of Public Works and will provide increased recreational opportunities and improve the quality of life for citizens.

CONCLUSION

Please return fully executed originals of the Agreement along with approved copies of this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

MC:ro
A:\RHbrdltr.wpd

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the **COUNTY OF LOS ANGELES**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**," acting on behalf of the Los Angeles County Flood Control District, a body corporate and politic, hereinafter referred to as "**DISTRICT**," and the **CITY OF PICO RIVERA**, a municipal corporation in the County of Los Angeles, hereinafter referred to as "**CITY**:"

W I T N E S S E T H

WHEREAS, **COUNTY** is administering all matters for the "**DISTRICT**" pursuant to Section 56-3/4 of **COUNTY'S** Charter and in accordance with an Agreement approved on December 26, 1984, between **COUNTY** and **DISTRICT**; and

WHEREAS, **COUNTY** and **CITY** propose to improve aesthetics and create passive recreational opportunities within the Rio Hondo Coastal Basins Spreading Grounds, hereinafter referred to as "**PROJECT**;" and

WHEREAS, **PROJECT** consists of creating a bicycle trail along the existing access road of the Rio Hondo Coastal Basin Spreading Grounds, hereinafter referred to as "**SPREADING GROUNDS**." This bicycle trail will enter the **SPREADING GROUNDS** at Mines Avenue and follow the existing access road southwardly, eastwardly adjacent to Washington Boulevard, and northerly along the Rio Hondo Channel levee to connect to the existing maintenance access bridge over the Rio Hondo Channel and to the LARIO trail; and

WHEREAS, **PROJECT** will also include installation of picnic tables, bicycle racks, shade structures, and appurtenant structures for a rest area facility, signage, landscaping and irrigation system within the rest area, and associated fencing and gates; and

WHEREAS, **PROJECT** is entirely within the **COUNTY** and **CITY** right of way; and

WHEREAS, **PROJECT** is in the general interest of **COUNTY** and **CITY** and will provide increased passive recreational opportunities and improve the quality of life for citizens; and

WHEREAS, **COUNTY** and **CITY** are cooperating in the maintenance of the improvements as more fully set forth herein and

WHEREAS, "**COST OF PROJECT**" includes the costs of **PRELIMINARY ENGINEERING**, construction contract, and construction administration for the **PROJECT** as more fully set forth herein; and

WHEREAS, CITY has been allocated Proposition A grant funds, administered by the County of Los Angeles Regional Park and Open Space District, hereinafter referred to as **REGIONAL PARK AND OPEN SPACE DISTRICT**, totaling Two Hundred Seventy Thousand Dollars (\$270,000) to finance **COST OF PROJECT**; and

WHEREAS, REGIONAL PARK AND OPEN SPACE DISTRICT shall reimburse the **COUNTY** for the total **COST OF PROJECT**, not to exceed Two Hundred Seventy Thousand Dollars (\$270,000) as more fully set forth in a Project Agreement to be made and entered into by and between **CITY** and **REGIONAL PARK AND OPEN SPACE DISTRICT** and agreed upon by **COUNTY**; and

WHEREAS, COUNTY shall perform the **PRELIMINARY ENGINEERING**, including preparation of plans and specifications, and **CONSTRUCTION ADMINISTRATION** for the **PROJECT** as more fully set forth in this **AGREEMENT**; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by **COUNTY** and **CITY** and of the promises herein contained, it is hereby agreed as follows:

(1) **CITY AGREES:**

- a. To review all work associated with **PRELIMINARY ENGINEERING** for **PROJECT** within a reasonable time frame.
- b. To allow **REGIONAL PARK AND OPEN SPACE DISTRICT** to reimburse **COUNTY** the **COST OF PROJECT**, not to exceed Two Hundred Seventy Thousand Dollars (\$270,000) through Proposition A grant funds as more fully set forth in a Project Agreement to be made and entered into by and between **CITY** and **REGIONAL PARK AND OPEN SPACE DISTRICT** and agreed upon by **COUNTY**.
- c. To, upon completion of construction and throughout the term of this **AGREEMENT** and at no cost to **COUNTY**, assume the following responsibilities, at a level of service acceptable to **COUNTY**, to maintain **PROJECT** in good condition and in perpetuity:
 - i. Provide weekly sweeping of bicycle trail.
 - ii. Repair or replace all damaged, defaced, or illegible signs associated with the bicycle trail or the rest area within a time frame acceptable to **COUNTY**.
 - iii. Remove graffiti from rest area, signs, fencing, bridges, or other areas and structures adjacent to the bicycle trail within 48 hours of inspection or notification of damage.

- iv. Inspect rest area, signs, fencing, bridges, or other areas and structures adjacent to the bicycle trail on a daily basis to determine the need for graffiti removal or signage maintenance.
- v. Remove trash from receptacles and along bicycle trail on a daily basis.
- vi. Provide daily cleaning and maintenance of shade structures, picnic tables, bicycle racks, and other improvements associated with the rest area at a level of service acceptable to **COUNTY**.
- vii. Hand water any landscaping improvements associated with the rest area that are not being serviced by an irrigation line.
- viii. Provide **COUNTY** the names and contact information for person(s) responsible for the maintenance activities set forth in this **AGREEMENT**.
- ix. Handle community relations; respond to public inquiries, complaints, etc. related to the recreational functions of the **SPREADING GROUNDS**.

(2) **COUNTY AGREES:**

- a. To perform the **PRELIMINARY ENGINEERING**, contract administration, and construction engineering and inspection for **PROJECT** as more fully set forth in this **AGREEMENT**.
- b. To construct the bicycle trail based on industry standards and pursuant to the approved plans and specifications to enable the safe operation and maintenance of the bicycle trail.
- c. To prepare and obtain any necessary environmental documents required for the **PROJECT**.
- d. To submit, for **CITY'S** review, all work associated with **PRELIMINARY ENGINEERING**, as more fully set forth in this **AGREEMENT**, prior to initiating construction contract.
- e. To approve or disapprove of any requested changes in work to **PROJECT** within ten (10) days of receipt of request from **CITY**.
- f. To furnish **CITY**, upon request, cost accounting information and description of work completed.

- g. To invoice **REGIONAL PARK AND OPEN SPACE DISTRICT** in accordance with the Proposition A grant requirements as more fully set forth in a Project Agreement to be made and entered into by and between **CITY** and **REGIONAL PARK AND OPEN SPACE DISTRICT**, not to exceed Two Hundred Seventy Thousand Dollars (\$270,000).
- h. To retain ownership of the **PROJECT** in perpetuity, unless transfer thereof is made to the State or other appropriate governmental agency or quasi-governmental agency, in accordance with existing law at the time of any such transfer.
- i. To, upon completion of construction, throughout the term of this **AGREEMENT** and at no cost to **CITY**, assume the following responsibilities to maintain **PROJECT** in good condition:
 - i. Provide maintenance and operation of all flood control facilities, including the repair of damaged levees and slopes.
 - ii. Close all access gates to restrict public access into **SPREADING GROUNDS** during storms, extensive maintenance activity periods, or for other safety or security considerations.
 - iii. Maintain all security fences and gates, with the exception of graffiti removal agreed upon by **CITY** as set forth in this **AGREEMENT**.
 - iv. Maintain all landscaping associated with **PROJECT**, except any landscaping that requires hand watering within the rest area of which responsibilities are agreed upon by **CITY** as set forth in this **AGREEMENT**.
 - v. Maintain bicycle trail striping at a level of service equal to that of other **COUNTY**-owned bike trails.
 - vi. Assume surface maintenance and repair responsibility for bicycle trail, access ramps, and access road, with the exception of those responsibilities agreed upon by **CITY** as set forth in this **AGREEMENT**.

(3) **IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:**

- a. **PRELIMINARY ENGINEERING**, as referred to in this **AGREEMENT**, shall consist of surveying; preparing plans, specifications, and cost estimates; preparing construction documents; preparing as-built drawings; and all other necessary work prior to issuance of construction notice to proceed.

- b. Each party shall have no financial obligation to the other party under this **AGREEMENT**, except as herein expressly provided.
- c. Use of **SPREADING GROUNDS** for recreational purposes shall not conflict with the basic water conservation purpose of the facility as determined by the **DIRECTOR OF PUBLIC WORKS**. The **DIRECTOR OF PUBLIC WORKS**, or his designee, reserves the right to cancel or modify any specific use should, in his or her opinion, there develop a substantial incompatibility between recreational uses and water conservation uses arising from any cause whatsoever. Said incompatible use shall be terminated immediately after notification in writing by the **DIRECTOR OF PUBLIC WORKS**.
- d. The access gates to the bicycle trail shall be open 24 hours a day provided that adequate fencing and gates are in place to restrict public access into areas of the **SPREADING GROUNDS** not intended for passive recreational use. **COUNTY** may restrict access to bicycle trail at any time during storms, extensive maintenance activity periods, or for other safety or security considerations.
- e. Each party shall keep, inspect, and maintain the **PROJECT**, as set forth in this **AGREEMENT**, in a safe, clean, and orderly condition.
- f. All facilities installed for passive recreational uses will be subject to removal by **COUNTY** for maintenance purposes as required.
- g. **PROJECT** will be constructed, following **COUNTY OF LOS ANGELES BOARD OF SUPERVISORS** approval and **COUNTY** issuance of construction notice to proceed.
- h. The **COST OF PROJECT**, as referred to in this **AGREEMENT**, shall consist of **PRELIMINARY ENGINEERING**; construction contract, including labor and material costs, construction engineering and inspection; and all other work necessary to construct **PROJECT**.
- i. Upon **COUNTY'S** acceptance of this **AGREEMENT**, **COUNTY** hereby grants **CITY** permission in perpetuity to use **COUNTY**-owned right of way necessary for the maintenance of **PROJECT**, as set forth in this **AGREEMENT**, at no cost to **CITY**.
- j. Upon **CITY'S** acceptance of this **AGREEMENT**, **CITY** hereby grants **COUNTY** permission in perpetuity to use **CITY**-owned right of way necessary for the construction and maintenance of **PROJECT**, as set forth in this **AGREEMENT**, at no cost to **COUNTY**.

- k. Interior access gates shall remain locked during storm and nonstorm periods. Gates may be unlocked for maintenance or operation of **SPREADING GROUNDS** or for other purposes agreed upon by **COUNTY**.
- l. **CITY** and **COUNTY** obligation under this **AGREEMENT** are subject to acquisition of Proposition A funds. **COUNTY** is not obligated under this **AGREEMENT** to expend any of its funds or those of the **DISTRICT** in the event the Proposition A funds are inadequate to complete the **PROJECT**.
- m. **COUNTY** or **DISTRICT** is not held accountable for the expense of relocation, alteration, and modification of **PROJECT**.
- n. This **AGREEMENT** may be amended or modified only by mutual written consent of **COUNTY** and **CITY**.
- o. Neither **COUNTY** nor any officer or employee of **COUNTY** shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **CITY** under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of **CITY** under this **AGREEMENT**. It is also understood and agreed that, pursuant to Government Code, Section 895.4, **CITY** shall fully indemnify, defend, and hold **COUNTY** harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on part of **CITY** under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of **CITY** under this **AGREEMENT**.
- p. Neither **CITY**, nor any officer or employee of **CITY**, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **COUNTY** under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of **COUNTY** under this **AGREEMENT**. It is also understood and agreed that pursuant to Government Code, Section 895.4, **COUNTY** shall fully indemnify, defend, and hold **CITY** harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on part of **COUNTY** under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of **COUNTY** under this **AGREEMENT**.
- q. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by

law for injury cause by any act or omission in the performance of this **AGREEMENT** to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- r. **CITY** understands and agrees that all persons furnishing services to **COUNTY** pursuant to this **AGREEMENT** are, for purposes of workers' compensation liability, employees solely of **CITY**. **CITY** shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of **CITY** pursuant to this **AGREEMENT**.
- s. All personnel assigned to perform service under this **AGREEMENT** shall be employed and compensated in accordance with all applicable Federal, State, and local ordinances and laws, including, but not limited to, the Immigration Reform and Act of 1986 (P. L. 99-603). Such personnel shall treat residents in a courteous manner.
- t. The provisions of the **AGREEMENT** shall be interpreted and enforced pursuant to the laws of the State of California.
- u. Any correspondence, communication, or contact concerning this **AGREEMENT** shall be directed to the following:

CITY:

Mr. Dennis Courtemarche
City Manager
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660-1016

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed by their respective officers, duly authorized, by the **COUNTY OF LOS ANGELES** on _____, 2002, and by the **CITY OF PICO RIVERA** on _____, 2002.

COUNTY OF LOS ANGELES
acting on behalf of the Los Angeles
County Flood Control District

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO FORM:

CITY OF PICO RIVERA

By _____
City Manager

By _____
City Clerk

By _____
City Attorney

MC:ro
A:\RHbrdltr.wpd